

## REQUEST FOR PROPOSAL

### RFP COVER SHEET

#### Administrative Information:

<b>TITLE OF RFP:</b>	Distribution of Iowa Greyhound Pari-Mutuel Racing Fund		<b>RFP Number:</b>	<b>IRGC2014</b>
<b>Agency:</b>	Iowa Racing and Gaming Commission			
<b>State seeks to purchase:</b>	Consulting Services	<b>Available to Political Subdivisions?</b>		
<b>Number of <u>mos.</u> or <u>yrs.</u> of the initial term of the contract:</b>	1 Year	<b>Number of possible annual extensions:</b>	N/A	
<b>Initial Contract term beginning:</b>	Date: November 1, 2014(Approximately)	<b>Ending:</b>	Date: May 1, 2015 (Approximately)	
<b>State Issuing Officer:</b>				
Name: Julie Herrick				
Phone e-Mail and Fax: 515-281-7352 (Phone) 515-242-6560 (Fax) <a href="mailto:julie.herrick@iowa.gov">julie.herrick@iowa.gov</a>				
Mailing Address: Iowa Racing and Gaming Commission, 1300 Des Moines Street, Suite 100, Des Moines, IA 50309				
<b>PROCUREMENT TIMETABLE—Event or Action:</b>			<b>Date/Time (Central Time):</b>	
State Posts Notice of RFP on TSB website			<b>Date/Time</b> June 30, 2014	
State Issues RFP			<b>Date/Time</b> July 7, 2014	
RFP written questions, requests for clarification, and suggested changes from Contractors due: Agency's written response to RFP questions, requests for clarifications and suggested changes due:			<b>Date:</b> July 21, 2014 <b>Date:</b> July 28, 2014	
Proposals Due Date: Proposals Due Time:			<b>Date:</b> Aug 21, 2014 <b>Time:</b> 3 p.m.	
Proposal Presentations:			<b>Date:</b> Aug 27 or 28, 2014	
Anticipated Date to issue Notice of Intent to Award:			<b>Date</b> Oct 9, 2014	
Anticipated Date to execute contract:			<b>Date</b> Nov 5, 2014	
<b>Relevant Websites:</b>		<b>Web-address:</b>		
Internet website where Addenda to this RFP will be posted:		<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>		
Internet website where contract terms and conditions are posted:		<b>Site</b> <a href="http://www.iowa.gov/irgc/">www.iowa.gov/irgc/</a>		
Number of Copies of Proposals Required to be Submitted:			An original and 8 plus separate soft copies on DVD/CD	
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:			<b>Days</b> 120 Days	

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## SECTION 1 INTRODUCTION

### 1.1. Purpose

The purpose of this Request for Proposals (RFP) is to hire a consultant pursuant to 99D.9B to assist the Iowa Racing and Gaming Commission in determining how the monies in the Iowa Greyhound Pari-Mutuel Racing Fund will be distributed. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet.

### 1.2. Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

- 1.2.1. **“Proposal”** means the Contractor’s proposal submitted in response to the RFP.
- 1.2.2. **“Contract”** means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.
- 1.2.3. **“Contractor”** means a vendor submitting Proposals in response to this RFP.
- 1.2.4. **“Agency”** means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.
- 1.2.5. **“Responsible Contractor”** means a Contractor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services requested, the Contractor’s integrity and reliability, the past performance of the Contractor and the best interest of the Agency and the State.
- 1.2.6. **“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.
- 1.2.7. **“RFP”** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.
- 1.2.8. **“State”** means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

### 1.3. Overview of the RFP Process

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and

award the Contract(s) in accordance with Section 5, Evaluation and Selection.

**1.4. Background Information**

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Pursuant to Iowa Code Chapter 99D.9B, the Agency has the sole decision as to how the money in the Iowa Greyhound Pari-Mutuel Racing Fund will be distributed and may hire a consultant to assist in the Agency's distribution determination.

## **SECTION 2 ADMINISTRATIVE INFORMATION**

### **2.1 Issuing Officer**

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

### **2.2 Restriction on Communication**

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

### **2.3 Downloading the RFP from the Internet**

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/> and [www.iowa.gov/irgc/](http://www.iowa.gov/irgc/). The Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive addenda. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

### **2.4 Procurement Timetable**

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Contractor submissions, the Agency will issue an addendum to the RFP.

### **2.5 Questions, Requests for Clarification, and Suggested Changes**

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions will be received from Contractors on before the date listed on

the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

## **2.6 Amendment to the RFP**

The Agency reserves the right to amend the RFP at any time using an addendum. The Contractor shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

## **2.7 Amendment and Withdrawal of Proposal**

The Contractor may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Contractor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

## **2.8 Submission of Proposals**

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Contractor.** Contractors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Contractors must furnish all information necessary to enable the Agency to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

## **2.9 Proposal Opening**

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to

Award a Contract. See Iowa Code Section 72.3. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

**2.10 Costs of Preparing the Proposal**

The costs of preparation and delivery of the Proposal are solely the responsibility of the Contractor.

**2.11 No commitment to Contract**

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

**2.12 Rejection of Proposals**

The Agency may reject outright and not evaluate a Proposal for reasons including without limitation:

**2.12.1** The Contractor fails to deliver the cost proposal in a separate envelope.

**2.12.2** The Contractor acknowledges that a mandatory requirement of the RFP cannot be met.

**2.12.3** The Contractor's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.

**2.12.4** The Contractor's Proposal limits the rights of the Agency.

**2.12.5** The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of this RFP.

**2.12.6** The Contractor fails to timely respond to the Agency's request for information, documents, or references.

**2.12.7** The Contractor fails to include Proposal Security, if required.

**2.12.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.

**2.12.9** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.

**2.12.10** The Contractor initiates unauthorized contact regarding the RFP with state employees.

**2.12.11** The Contractor provides misleading or inaccurate responses.

**2.12.12** The Contractor's Proposal is materially unbalanced.



**2.12.13** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsive Contractor.

**2.12.14** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

**2.13 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications or other Contract requirements if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

**2.14 Reference Checks**

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the Proposal.

**2.15 Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Contractor's financial stability, past or pending litigation, and other publicly available information.

**2.16 Verification of Proposal Contents**

The content of a Proposal submitted by a Contractor is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

**2.17 Proposal Clarification Process**

The Agency reserves the right to contact a Contractor after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for

corrective pages in the Contractor's Proposal. The Agency will not consider information received from or through Contractor if the information materially alters the content of the Proposal or the type of goods and/or services the Contractor is offering to the Agency. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

## **2.18 Disposition of Proposals**

All Proposals become the property of the State and shall not be returned to the Contractor. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Contractor properly requests confidential treatment or according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

## **2.19 Public Records and Requests for Confidential Treatment**

The Agency will treat all information submitted by a Contractor as public records unless the Contractor properly requests that specific parts of the Proposal be treated as confidential at the time of submitting the Proposal. The Agency's release of public records is governed by *Iowa Code chapter 22*. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records as required to comply with Chapter 22 or other applicable law.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor's Proposal. In addition, the Contractor must enumerate the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Contractor to respond to any inquiries by the Agency concerning the confidential status of the materials.

Any Proposal submitted which contains information for which Contractor is requesting Confidential treatment must be conspicuously marked by the Contractor on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Failure to properly identify specific information as confidential shall relieve Agency or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way released. If**

**Contractor identifies its entire Proposal as confidential, the Agency may reject the Proposal as non-responsive.**

If the Contractor designates any portion of its Proposal as confidential, the Contractor must submit a copy labeled as “Public Copy” from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

If Agency receives a request for information that includes information Contractor has marked as confidential, Agency will give written notice to the Contractor at least seven calendar days prior to the release of the information to allow the Contractor to seek injunctive relief pursuant to *Section 22.8* of the *Iowa Code*. After seven calendar days, the Agency will release the information marked confidential unless a court of competent jurisdiction determines the information is confidential under *Iowa Code Chapter 22* or other applicable law.

The Contractor’s failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Contractor may have had.

**2.20 Copyright Permission**

By submitting a Proposal, the Contractor agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Contractor consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

**2.21 Release of Claims**

By submitting a Proposal, the Contractor agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency’s failure, negligent or otherwise, to provide the Contractor with pertinent information in this RFP.

**2.22 Contractor Presentations**

Contractors may be required to make a presentation.

The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected

by the Contractor to illustrate the Contractor's Proposal. The presentation shall not materially change the information contained in the Proposal.

**2.23 Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

**2.24 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Contractor fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor the Agency believes will provide the best value to the State.

**2.25 No Contract Rights until Execution**

No Contractor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Contractor and the Agency.

**2.26 Choice of Law and Forum**

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

**2.27 Restrictions on Gifts and Activities**

*Iowa Code Chapter 68B* restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Contractors are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

**2.28 Appeals**

Appeals of the Notice of Intent to Award are governed by the Agency's vendor appeal process. Contractors may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code chapters 11-7 and 11-105.

## **SECTION 3 FORM AND CONTENT OF PROPOSALS**

### **3.1. Instructions**

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

- 3.1.1.** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope.

The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 8, 2 of 8, etc. The envelopes shall be labeled with the following information:

Contractor's Name and Address  
Contact Person and Telephone  
Project Title and RFP Number  
Proposal Due Date and Time  
Original (or Copy)  
Proposal (or Cost Proposal)

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

- 3.1.2.** One original and 8 duplicate copies of each, plus separate soft copies on DVD/CD of each the Proposal and Cost Proposal, in MS Word format, shall be timely submitted to the Issuing Officer in a sealed package(s). All sealed packages and CDs shall be clearly labeled with the information noted above.
- 3.1.3.** If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.4.** Proposals shall not contain promotional or display materials.
- 3.1.5.** Attachments shall be referenced in the Proposal.

### **3.2 Technical Proposal**

The following documents and responses shall be included in the Technical Proposal in the order given below:

### **3.2.1 Transmittal Letter**

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

### **3.2.2 Table of Contents**

The Contractor shall include a table of contents of its Proposal.

### **3.2.3 Specifications and Technical Requirements**

The Contractor shall indicate which of the subpoints they will address in responding to each of the questions in Section 4 and how they intend to go about collecting the information. Merely repeating the Section 4 requirements may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the requirements of the RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

### **3.2.4 Experience**

The Contractor must provide the following information regarding its experience:

**3.2.4.1** Number of years in business.

**3.2.4.2** Number of years experience with providing the type of service sought by the RFP.

**3.2.4.3** The level of technical experience in providing the type of service sought by the RFP.

**3.2.4.4** Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing services similar to the service described in this RFP and a contact person and telephone number for each reference.

### **3.2.5 Personnel**

The Contractor must provide resumes for all key personnel who will be involved in providing the service contemplated by this RFP. The following information must be included in the resumes:

**3.2.5.1** Full name

**3.2.5.2** Education

**3.2.5.3** Years of experience and employment history particularly as it relates to the requirements of the RFP

**3.2.6 Acceptance of Terms and Conditions**

The Contractor shall specifically agree that by submitting the Proposal, the Contractor is accepting all terms and conditions stated in the RFP. However, if the Contractor objects to any term or condition, the Contractor must specifically refer to the RFP page and section number and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Proposal.

**3.2.7 Certification Letter**

The Contractor shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Contractor shall make the certifications included in Attachment #1.

**3.2.8 Authorization to Release Information**

The Contractor shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Contractor authorizes the release of information to the Agency.

**3.2.9 Firm Proposal Terms**

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

**3.3 Cost Proposal**

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services.



## **SECTION 4    SPECIFICATIONS AND TECHNICAL REQUIREMENTS**

In order for the Agency to determine the qualifications of the Contractor to assist the Agency in the distribution of the Iowa Greyhound Pari-Mutuel Racing Fund, the Contractor shall, at a minimum, address the questions listed in this section. The Contractor shall have their recommendation for the distribution of the Fund and draft administrative rules to Commission staff by February 19, 2014 and present their recommendations to the Commission at the March 5, 2015 Commission meeting or evening prior to the meeting.

- 4.1        What is your experience in administrative rule writing?
- 4.2        What is your knowledge of the greyhound industry in Iowa?
- 4.3        Do you have any experience in the distribution of moneys?
- 4.4        How would you go about gaining input from greyhound industry participants as to how the Fund should be distributed?
- 4.5        What other qualifications would you have that would be beneficial to the Agency in helping determine the distribution of the Fund?

## **SECTION 5 EVALUATION AND SELECTION**

### **5.1 Introduction**

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Contractor offering the lowest cost to the Agency. Instead, the Agency will award the Contract whose Responsive Proposal the Agency believes will provide the best value to the State.

### **5.2 Evaluation Committee**

The Commission members will evaluate the Proposals and intend to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP.

### **5.3 Overview of Evaluation**

All Technical Proposals will be first evaluated to determine if they comply with the Technical Requirements described in Section 4. The Commission members will fully evaluate all Proposals submitted by Responsible Contractors in accordance with this Section. After the Technical Proposals have been evaluated, Commission staff will open and rank the Cost and share with the Commission members. In the event there are more than 5 Proposals, a sub-committee of commission members, utilizing their sole-discretion, may be utilized to evaluate the proposals in accordance with this section and make a recommendation to the full Commission.

### **5.4 Evaluation Criteria**

Evaluation of Proposals will be based on the following criteria, which are not listed in any particular order of importance, at the sole discretion of the Commission

Criterion:

**5.4.1** Cost of the service

**5.4.2** Ability to address questions in Section 4 of this RFP

**5.4.3** Contractor's professional experience and performance record

**5.4.4** Compliance with RFP and contract terms and conditions and Proposal format

**5.4.5** References

**5.4.6** Plans for assurance of high quality service

**5.4.7** Compliance with Agency information security policies

## SECTION 6 CONTRACTURAL TERMS AND CONDITIONS

### 6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the contract terms and conditions contained at the web-address indicated on the RFP cover sheet, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The contract terms and conditions contained at the web-address indicated on the RFP cover sheet will be incorporated into the Contract. The contract terms and conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP requirements and the Contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

**By submitting a Proposal, each Contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFP or contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed non-responsive by the Agency, in its sole discretion, resulting in possible rejection of the Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.**

### 6.2 Contract Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet.

**Attachment # 1  
Certification Letter**

**Alterations to this document are prohibited, see section 2.14.15.**

[Date]

**Julie Herrick  
Iowa Racing and Gaming Commission  
1300 Des Moines Street, Suite 100  
Des Moines, IA 50309**

Re: Request for Proposal Number IRGC2014  
PROPOSAL CERTIFICATIONS

Dear Ms. Herrick:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** (Contractor) in response to the Iowa Racing and Gaming Commission's Request for Proposal Number IRGC2014 for Consulting Services to assist the Commission on the Distribution of the Iowa Greyhound Pari-Mutuel Racing Fund are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Contractor expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the RFP, I certify in behalf of the Contractor the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Contractor to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between Contractor and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

### **Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Contractor also acknowledges that the Agency may declare the Contractor's Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

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**[Name and Title]**

**Attachment #2**

**Authorization to Release Information Letter**

**Alterations to this document are prohibited, see section 2.14.15.**

**[Date]**

**Julie Herrick  
Iowa Racing and Gaming Commission  
1300 Des Moines Street, Suite 100  
Des Moines, IA 50309**

Re: Request for Proposal Number IRGC2014  
AUTHORIZATION TO RELEASE INFORMATION

**Dear Name of Issuing Officer:**

**[Name of Contractor]** \_\_\_\_\_ **(Contractor)** hereby authorizes the Iowa Racing and Gaming Commission ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal (RFP) Number IRGC2014.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk.

The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Proposal submitted in response to RFP.

The Contractor further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Proposal. The

Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

\_\_\_\_\_  
**[Printed Name of Contractor Organization]**

\_\_\_\_\_  
**[Name and Title of Authorized Representative]**

\_\_\_\_\_  
Date